

11

ORIGINAL

OIL AND GAS LEASE

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

THIS LEASE AGREEMENT is made and effective this 1<sup>st</sup> day of August, 2008, by and between UNITED COMMUNITY CENTER, INC., a Texas corporation, whose address is 1200 E Maddox Ave Fort Worth, TX 76104, as Lessor, and XTO ENERGY INC., whose address is 810 Houston Street, Fort Worth, TX 76102, as Lessee. All provisions were prepared jointly by Lessor and Lessee.

1. In consideration of Ten and no/100 Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt which is expressly acknowledged, and of the royalties herein provided in the agreements of the Lessee herein contained, hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises:

**128.01 acres of land, more or less, being the Highland Park Addition to the City of Fort Worth, according to the map or plat thereof recorded in Volume 310-B, Page 60; Volume 388-106, Page 29 and Volume A, Page 7514 of the Map Records of Tarrant County, Texas, more particularly described on Schedule 1 thereto.**

**The leased premises comprise all of the lands collectively described on Schedule 1 attached hereto opposite the headings "Lands Covered by this Lease."**

containing 128.01 gross acres, more or less including all Lessor's interest, if any, in all strips, gores, roads, or highways adjoining the above described leased premises (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non-hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered.

For the purpose of calculating any bonus or other payments hereunder, the land is estimated to contain 128.01 acres, whether it contains more or less. However, in the event it is later

ORIGINAL

determined that the number of acres is greater than the stipulated amount, Lessee shall pay Lessor as additional bonus an amount equal to the bonus amount paid per net mineral acre under this Lease.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of Four (4) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof subject to the terms and conditions of the following provisions:

3. DEFINITIONS AND STANDARD OF CONDUCT: The parties hereto agree that for purposes of this lease, the following definitions and standards shall be applicable:

a. "production", "production in paying quantities", "production in commercial quantities" and "production in paying or commercial quantities" shall have the same meaning for purposes of this lease, namely production in quantities sufficient to yield a return to the holders of the working interest excluding severance taxes, in excess of operating and equipping expenses and costs including overhead and depreciation of assets, even though drilling costs may never be recouped by working interest owners. The review period for purposes of determining whether production is in paying or commercial quantities shall be 360 consecutive days. Production in less than paying or commercial quantities shall never be considered as production for the purposes of this lease.

b. "oil and/or gas" shall have the meanings or definitions derived from the statutes, laws and court precedent of Texas, as such definitions or meaning may change from time to time.

c. "operations for drilling", "drilling operations", "commencement of operations", "commence operations", "commence drilling operations", "commences drilling operations", "commencement of a well" and "actual drilling operations" shall have the same meaning being (1) the actual entry of the drillbit of a drilling rig, capable of achieving the total depth permitted and approved by the Railroad Commission of Texas, into the soil of lands pooled with the leased premises and the timely prosecution of such actual drilling operations in good faith and with reasonable diligence to the completion of same as a dry hole or commercial well and (2) the actual re-entry into an existing wellbore with a drilling or workover rig capable of re-entering such well for the purpose of completing such well in previously uncompleted and unproduced zones and the timely prosecution of such actual re-entry operations in good faith and with reasonable diligence, toward the completion of such previously uncompleted and unproduced zone or zones encountered in such wellbore, as either producing or dry zones.

d. "operations for reworking", "reworking operations", "commencement of reworking operations", "commence reworking operations", "commences reworking operations" and "actual reworking operations" shall have the same meaning being the actual re-entry into an existing wellbore with a drilling or workover rig capable of re-

entering and reworking such well and the timely prosecution of such actual reworking operations in good faith and with reasonable diligence and without cessation of more than one hundred twenty (120) days, toward the re-establishment of commercial production of oil or gas from such previously producing zone or zones.

e. "operations" and "other operations" shall be defined as all other lease operations which may be conducted by Lessee under this lease. Except those defined in c. and d. above, "operations" and "other operations" as defined in this subparagraph e. shall never be the basis for perpetuation of this lease.

f. "completed", or "completion" shall have the same meaning and the date a well is completed shall be the date of first sales.

g. "shut-in": A well shall be considered and defined as "shut-in" on the earlier of the following dates: (1) sixty (60) days after the drilling rig is released; or (2) the day that a commercial well ceases actual production.

h. "field

4. ROYALTY PAYMENT. Royalties on oil, gas and other substances produced and hereunder shall be paid by Lessee to Lessor as follows:

a. The royalty to be paid to Lessor on oil and on condensate saved on the leased premises or lands pooled therewith shall be twenty-five percent (25%) of that produced, saved and sold from said land, to be delivered free of costs to Lessor at the wellhead. Provided that, Lessee shall have the continuing right to sell such production to itself at the market price to the first nonaffiliated third party purchaser, whichever is greater. In this connection, then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity.

b. Lessee shall pay to Lessor as royalty on gas produced from the leased premises or land pooled therewith, while such gas is being sold or used off the leased premises or land pooled therewith or sold at the well, twenty-five percent (25%) of the market value thereof at the well or wells when run or twenty-five percent (25%) of the amount realized from the sale thereof to the first nonaffiliated third party purchaser, whichever is greater. In this connection, the royalty payable upon gas hereinabove provided in this Paragraph 4.1.b does not include the additional royalty to be paid upon sulphur or liquid hydrocarbon products extracted from gas produced from the leased premises or lands pooled therewith and for which provision is hereinafter made in subparagraphs c and d of this Paragraph 4, but shall apply to dry gas and all waste, tail, residue gas sold or used after the extraction of the sulphur or liquid hydrocarbon content of casinghead, distillate or other gas.

c. Lessee shall pay to Lessor as royalty twenty-five percent (25%) of the market price of all liquid hydrocarbon products extracted, separated, and marketed from gas produced from the leased premises or lands pooled therewith, by field type separators, or other usual production devices, the same to be delivered free of cost to the credit of Lessor in the same manner as that above provided for the payment of royalty on oil.

d. Where gas, including casinghead gas, produced from the leased premises or lands pooled therewith, is processed in an absorption or extraction plant, or other plant, or plants, whether similar or dissimilar, for the recovery of sulphur or the liquid and/or liquefiable hydrocarbons therefrom by Lessee, or by anyone for Lessee's benefit or by anyone under or by virtue of a processing contract with Lessee, or in any plant owned by Lessee, or in which Lessee has an interest, or which is owned by a company in which the stock or management control is substantially the same as that of Lessee, whether incident to recycling or repressuring operations or otherwise, Lessor shall have and be entitled to a royalty of twenty-five percent (25%) of the market price of all sulphur and of all liquid hydrocarbon products obtained from such processing of said gas, the same to be delivered free of cost to the credit of Lessor in the same manner as that above provided for the payment of royalty on oil.

e. If oil or gas produced from the Land is sold by Lessee pursuant to an arms-length contract with a purchaser that is not an affiliate of Lessee, and the contract provides for net proceeds to be paid to Lessee that equal or exceed the market value of the gas at the point of delivery to the purchaser at the time the contract is made, and for a term no longer than that which is usual and customary in the industry at the time the contract is made, then the market value of the oil or gas sold pursuant to the contract shall be the total proceeds received by Lessee in the sale.

f. Unless there is a reasonable title dispute or question as to title, Lessee must disburse or cause to be disbursed to Lessor its royalty on production from a particular well not later than 120 days after the end of the month of first sales of production. Thereafter, Lessee must disburse or cause to be disbursed to Lessor its royalty on production by the last day of the second month after the month in which production is sold. If not paid when due, Lessor's royalty will bear interest at the prime rate plus two percent from due date until paid, which amount Lessee agrees to pay.

5. SHUT-IN ROYALTY PAYMENTS: After the Primary Term, if there is a gas well on lands pooled with the land covered by this lease which is capable of producing gas but such well is not being produced, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate and it nevertheless shall be considered that oil and gas is being produced from the land covered by this lease. When, at the expiration of the primary term or any time or times thereafter, the lease is continued in force in this manner, Lessee shall pay or tender as royalty to the parties who at the time such payment would be entitled to receive royalty hereunder if the well is producing, or deposit directly with Lessor at address shown herein, a sum equal to six hundred and no/100 Dollars (\$600) for each net acre subject to this lease at the time such payment is made. The first payment of such sum shall be on or before the first day of the calendar month at the expiration of

ninety (90) days from the date the lease is not otherwise maintained, and thereafter subsequent payments may be made at annual intervals on or before the anniversary of the date the first payment is due. This lease shall not be maintained in force by shut-in payments for any single shut-in period to exceed two (2) consecutive years, or, from time to time for shorter periods, all of which shall not exceed four (4) cumulative years. A well which has been drilled and Lessee intends to frac shall be deemed a well capable of producing in paying quantities and the date such the well is shut-in shall be when the drilling operations are completed.

6. Lessee shall have the right but not the obligation to pool all of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the net acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee.

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. Subject to the satisfaction of the conditions precedent stated herein, the interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in

ORIGINAL

whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order.

9. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering the described premises and thereafter surrender this lease. However, this lease, as same applies to Lessee's obligation to protect against, restore and compensate the surface owner for surface damages, uses and restoration of the surface, shall survive Lessee's release of this lease or any portion thereof.

10. Two (2) years following the expiration of the primary term of this lease or upon the expiration of any extension or renewal of the primary term, whichever occurs last, Lessee shall release all rights lying one hundred feet (100') below the stratigraphic equivalent of the base of the deepest formation drilled; provided, however, if Lessee is then engaged in operations on the leased premises or on lands pooled therewith, this lease shall remain in full force and effect as to all depths so long as no more than ninety (90) days elapse between said operations.

11. Notwithstanding anything to the contrary in this lease, Lessee agrees there shall be no drilling or surface operations on said property whatsoever. No drilling or surface operations shall be located less than 500 feet from the leased premises or other lands used by Lessee hereunder, without Lessor's consent.

12. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas, and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

13. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written

ORIGINAL

notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period.

14. WARRANTY CLAUSE: This lease is made without warranty of title. In the event of failure of title, it is agreed that if Lessor owns an interest in oil, gas or leased substances on, in or under said land less than the entire fee simple estate, whether or not this lease purports to cover the whole or a fractional interest, then the rentals, shut-in royalties, and royalties to be paid Lessor shall be reduced in the proportion that Lessor's interest bears to the whole and undivided fee in accordance with the nature of the estate of which Lessor is seized. In the event the leased lands are encumbered by a mortgage, and Lessee deems it necessary to obtain a subordination of mortgage, Lessee may, at Lessee's expense, obtain a subordination agreement. Notwithstanding the foregoing, if Lessee is unsuccessful in obtaining a subordination agreement, Lessee may, at its option, discharge any tax, mortgage, or other lien or interest and other charges on the Land, and in the event Lessee does so, Lessee will have the option of applying the royalties accruing to Lessor toward payment of same and Lessee shall be subrogated to the rights of the holder thereof.

15. IDEMNITY AGREEMENT: Lessee agrees to indemnify, protect and hold Lessor (and surface owner, if different from Lessor) harmless of and from any and all claims, demands, costs, (including but not limited to reasonable attorney and expert fees) expenses, damages, losses, causes of action or suits for damages arising out of injury to persons (including death) and injury or damage to loss or loss of any property or improvements caused by Lessee, its agents, employees, servants, contractors or any person acting under its direction or control. Further, neither Lessor nor surface owner shall ever be liable for any claims, demands, costs, expenses, damages, losses, causes of action or suits for damages because of injury to persons or property arising out of the acts or omission of Lessee, its agents, employees, servants, contractors or any person acting under its direction and control on said lands. In the event Lessor, surface owner and/or any royalty owner under the above tract shall resort to a court of law or to arbitration to enforce or interpret any provision, covenant, condition, duty, obligation or commitment, whether expressed or implied, arising out of this agreement, then Lessee shall reimburse Lessor for all damages, losses, costs, fees, fines and expenses, including reasonable attorney's fees and expert witness fees, incurred in such suit or arbitration.

16. SURFACE/SUBSURFACE PROTECTION CLAUSES: As a part of the consideration for this lease Lessor and Lessee agree as follows:

a. CONTAMINATION: Lessee will use every effort to prevent the escape of saltwater or other noxious materials and will not permit the same to run into any surface water tank, water well, creek, ravine, or upon or over the premises, nor to penetrate, seep, flow or be injected into any subsurface fresh water stratum, but will be contained and disposed of in keeping with applicable Governmental rules and regulations.

b. ENVIRONMENTAL: As used in this lease, the term "Hazardous Materials" means any substance defined or identified as a hazardous, extra hazardous or toxic substance, waste, or material, under any applicable federal, state, or local statute or

ORIGINAL

regulation. "Remedial Work" is defined as any site investigation or monitoring, any cleanup, containment, remedial, removal, or restoration work performed in response to any federal, state or local government authority or private attorney general action, or pursuant to any federal, state or local statute, rule regulation or other laws. Lessee agrees (1) to remove from the leased premises, if, and when required by law, any Hazardous Materials placed or released thereon by Lessee, (2) to perform remedial work where the need therefore arises in connection with Lessee's operations or activities on the leased premises, and (3) to comply in all respects with all federal, state and local governmental laws and regulations governing operations by Lessee and remedial work on or associated with the leased premises. All costs and expenses of remedial work made necessary by Lessee's operations shall be paid by Lessee, including, without limitation, the charges of such contractors and/or the consulting engineer.

17. ADMINISTRATIVE RELIEF: Lessee is under an implied duty and obligation to protect the interest and rights of Lessor before state as well as federal administrative authorities and agencies such as the Railroad Commission of Texas and the Federal Energy Regulatory Commission. Notwithstanding such implied duty, Lessee and Lessor agree that Lessor or Lessor's representative shall have the concurrent right and privilege along with Lessee to pursue and/or defend against proceedings before any administrative agency without the joinder or consent of Lessee and Lessee agrees that Lessor shall have standing to pursue or defend any matter before any administrative agency. Nothing herein shall in any way be construed as diminishing Lessee's duties and obligations to protect and preserve Lessor's rights before administrative agencies but shall be supplemental of such duties.

18. Notwithstanding anything to the contrary in this lease, this instrument may be executed in any number of counterparts, all of which, when taken together, shall constitute one original instrument. Notwithstanding anything to the contrary, this lease shall remain in effect as to the interest of the parties who do execute this Oil and Gas Lease in counterpart even if all of the parties hereto do not execute this Oil and Gas Lease. This Oil and Gas Lease shall not be recorded by either party. The Parties agree that they shall execute a Memorandum of Oil and Gas Lease and such Memorandum of Oil and Gas Lease shall be recorded in the Official Public Records of the county in which the subject property is located.

19. DILIGENT, GOOD FAITH OPERATIONS: Each well drilled under this lease shall be drilled with reasonable diligence and in good faith and in a good and workmanlike manner in a bona fide attempt to produce oil or gas therefrom.

**IN WITNESS WHEREOF**, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

Schedule I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED August 1, 2008, FROM United Community Centers Inc, AS LESSOR TO XTO ENERGY, INC., AS LESSEE.

ORIGINAL

43904100087

United Community Centers Inc  
1200 E Maddox Ave  
Fort Worth Tx 76104

Lands Covered by this Lease:

E Maddox Ave  
Blk 44 Lot 1 .197 ac.  
Highland Park Addition-Ft Wth

Individual Lessor:

BY: \_\_\_\_\_  
Lessor Signature

BY: \_\_\_\_\_  
Lessor Signature

OR

Corporate Lessor:

United Community Centers  
Company Name  
BY: Celia Espinoza ITS: President & CEO  
Agent's Signature Position or Title

COUNTY OF \_\_\_\_\_  
STATE OF \_\_\_\_\_

Individual Acknowledgment

BEFORE ME, the undersigned authority, on this day personally appeared

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considering therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2008

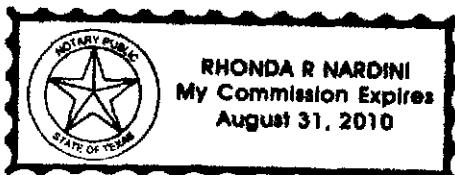
\_\_\_\_\_  
Notary Public

COUNTY OF Tarrant  
STATE OF Texas

Corporate Acknowledgment

BEFORE ME, the undersigned authority, on this day personally appeared Celia Espinoza  
as President & CEO of United Community Centers  
known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considering therein expressed and in the capacity stated herein.

Given under my hand and seal of office this 8 day of September, 2008



Rhonda R. Nardini  
Notary Public

ORIGINAL

**NOTICE OF CONFIDENTIALITY RIGHTS: A NATURAL PERSON MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

STATE OF TEXAS}

COUNTY OF TARRANT}

**MEMORANDUM OF OIL AND GAS LEASE**

This Memorandum of Oil and Gas Lease is executed for the purpose of furnishing notice to all persons that the Lessor set forth on Schedule I attached hereto, as Lessor (whether one or more), whose mailing address is set forth on Schedule I attached hereto has executed and delivered to **XTO Energy Inc.**, whose address is 810 Houston Street, Fort Worth, Texas 76102, as Lessee, a certain Oil and Gas Lease dated the 1st day of August, 2008, covering the following described lands located in Tarrant County, Texas, to-wit:

**128.01 acres of land, more or less, being the Highland Park Addition to the City of Fort Worth, according to the map or plat thereof recorded in Volume 310-B, Page 60; Volume 388-106, Page 29 and Volume A, Page 7514 of the Map Records of Tarrant County, Texas, more particularly described on Schedule 1 thereto.**

**See Schedule I attached to and made a part hereof for complete description**

Said Oil and Gas Lease is for the Primary term of four (4) years and as long thereafter as oil, gas and other minerals are being produced from the leased premises or from the lands pooled therewith and includes provisions respecting exploration, drilling, production, pooling, payment of royalties and other provisions, and hereby made a part by reference and adoption as if copied herein in full.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

**SEE SCHEDULE I ATTACHED HERETO FOR THE NAMES AND ADDRESSES OF EACH LESSOR AND THE SIGNATURE AND ACKNOWLEDGMENTS FOR EACH LESSOR**

## Schedule I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED August 2008, FROM **United Community Centers Inc**, AS LESSOR TO XTO ENERGY, INC., AS LESSEE.

ORIGINAL

43904100087

**United Community Centers Inc**  
1200 E Maddox Ave  
Fort Worth Tx 76104

Lands Covered by this Lease:

**E Maddox Ave**  
Blk 44 Lot 1 .197 ac.  
Highland Park Addition-Ft Wth

**Individual Lessor:**

BY: \_\_\_\_\_  
Lessor Signature

BY: \_\_\_\_\_  
Lessor Signature

**OR**

**Corporate Lessor:**

**United Community Centers**  
BY: Celia Espanza Company Name  
Agent's Signature ITS: President & CEO Position or Title

COUNTY OF \_\_\_\_\_  
STATE OF \_\_\_\_\_

**Individual Acknowledgment**

BEFORE ME, the undersigned authority, on this day personally appeared

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considering therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2008

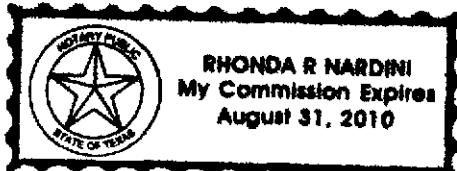
Notary Public

COUNTY OF Tarrant  
STATE OF TEXAS

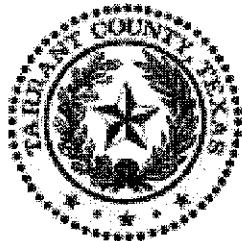
**Corporate Acknowledgment**

BEFORE ME, the undersigned authority, on this day personally appeared Celia Espanza  
as President & CEO of United Community Centers  
known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considering therein expressed and in the capacity stated herein.

Given under my hand and seal of office this 8 day of September, 2008



Rhonda R. Nardini  
Notary Public



COLT EXPLORATION CO INC  
512 MAIN 309

FTW TX 76102

Submitter: COLT EXPLORATION CO, INC

---

SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 10/07/2008 01:20 PM  
Instrument #: D208384617  
LSE 12 PGS \$56.00

By: \_\_\_\_\_



**D208384617**

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR  
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Printed by: WD